REMARKS

This Application has been carefully reviewed in light of the Office Action mailed July 23, 2009. At the time of the Office Action, Claims 2-15 were pending in this Application. Claims 2-15 were rejected. Claim 1 was previously cancelled without prejudice or disclaimer. Claims 13-15 have been amended. Applicants respectfully request reconsideration and favorable action in this case.

Rejections under 35 U.S.C. §103

Claims 2-15 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,815,665 issued to Jeffrey A. Teper et al. ("*Teper*") in view of U.S. Patent No. 5,602,905 issued to Richard P. Mettke ("*Mettke*"). Applicants respectfully traverse and submit that the proposed combination of *Teper* and *Mettke*, even if proper (which Applicants do not concede), does not render the claimed embodiment of the invention obvious.

In order to establish a prima facie case of obviousness, the references cited by the Examiner must disclose all claimed limitations. *In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.C.P.A. 1974). Even if each limitation is disclosed in a combination of references, however, a claim composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art. *KSR Int'l. Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1741 (2007). Rather, the Examiner must identify an apparent reason to combine the known elements in the fashion claimed. *Id.* "Rejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *Id.*, citing *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006). Finally, the reason must be free of the distortion caused by hindsight bias and may not rely on ex post reasoning. *KSR*, 127 S.Ct. at 1742. In addition, evidence that such a combination was uniquely challenging or difficult tends to show that a claim was not obvious. *Leapfrog Enterprises, Inc. v. Fisher-Price, Inc. and Mattel, Inc.*, 485 F.3d 1157, 1162 (Fed. Cir. 2007), citing *KSR*, 127 S.Ct. at 1741.

Teper and *Mettke*, alone or in combination, fail to teach all limitations of Applicants' claims, and thus cannot render such claims obvious. For example, Claim 13 as amended recites:

> 13.   A method for accessing an Internet access network with an Internet-compatible communication terminal device, comprising:
>
> in the Internet access network, providing at least one respective interface for accessing the Internet access network;
>
> prior to providing the Internet-compatible communication terminal device access to the Internet via the Internet access network:
>
> setting up a communication relationship between the Internet-compatible communication terminal device and the respective interface via a non-Internet connection upon receiving an Internet-access-request from the Internet-compatible communication terminal device, the Internet-compatible communication terminal device and the respective interface for accessing the Internet access network having no pre-existing relationship; and
>
> effecting a cash-free payment from the communication terminal device to the respective interface, the payment not being made via the Internet; and
>
> after effecting the cash-free payment, using the communication relationship to grant the Internet-compatible communication terminal device access to the Internet via the Internet access network.

Thus, the invention allows an Internet-compatible communication terminal device that does not have Internet access to acquire and pay for Internet access with the assistance of a "respective interface." The information exchange between the Internet-compatible communication terminal device and the respective interface does not occur via the Internet, such that the exchange of confidential information (e.g., credit card information) does not occur over the Internet.

Teper teaches a very different system. Teper teaches an Online Broker for purchasing services from an online Service Provider. A user at a terminal registers with the Online Broker and provides payment data (e.g., credit card information) to the Online Broker in order to be able to subsequently purchase online services from the Service Provider.

However, the user terminal's registration with the Online Broker does not occur "prior to providing the Internet-compatible communication terminal device access to the

Internet," and the communication relationship between the user terminal and the Online Broker does not occur "via a non-Internet connection." *Teper* provides no teaching that the user terminal does not have Internet access prior to the registration with the Online Broker. Further, *Teper* provides no teaching that the registration occurs "via a non-Internet connection." In fact, *Teper* teaches just the opposite. Figure 2 clearly shows that user computers are connected to the Online Broker via the Internet. Thus, a user cannot register with the Online Broker prior to having Internet access, or "via a non-Internet connection."

Further, the communication relationship between the user terminal and Online Broker in *Teper* is not triggered "upon receiving an Internet-access-request from the [user terminal]." *Teper* teaches that users and Service Providers initially register with the Online Broker, and then subsequently when a user wishes to access a particular service from a Service Provider, the Service Provider and Online Broker communicate in order to authorize the user's access. Thus, even if the user's request for a particular service in *Teper* could be deemed an "Internet-access-request" (which Applicants disagree), the user's registration with the Online Broker is not triggered upon receiving the user's service request, but rather occurs before ("initially") the service request from the user.

Further, *Teper* does not teach "the payment not being made via the Internet," because the user terminal communicate with the Online Broker via the Internet, as discussed above.

Further, *Teper* could not be modified to by Mettke to include any of these features without changing the principal of operation of *Teper*. In particular, *Teper* cannot be modified to include Internet-access-request (directed to the interface for accessing the Internet access network) before the user's registration with the Online Broker without fundamentally changing *Teper*'s the principal of operation

For at least the many reasons discussed above, Claim 13 is allowable over the proposed *Teper-Mettke* combination. Accordingly, Applicants respectfully request reconsideration and allowance of Claim 13, as well as all claims that depend from Claim 13. In addition, for the same reasons, Applicants respectfully request reconsideration and allowance of independent Claims 14 and 15.
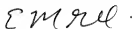
CONCLUSION

Applicants have made an earnest effort to place this case in condition for allowance in light of the remarks set forth above. Applicants respectfully request reconsideration of the pending claims.

Applicants respectfully submit a Petition for One-Month Extension of Time. The Commissioner is authorized to charge the fee of $130.00 required to Deposit Account 50-4871 in order to effectuate this filing.

Applicants believe there are no other fees due at this time. However, the Commissioner is hereby authorized to charge any fees necessary or credit any overpayment to Deposit Account No. 50-4871 of King & Spalding LLP.

If there are any matters concerning this Application that may be cleared up in a telephone conversation, please contact Applicants' attorney at 512-457-2030.

Respectfully submitted,
KING & SPALDING LLP
Attorney for Applicants

Eric M Grabski

Eric M Grabski
Registration No. 51,749

Date: 11/20/09

SEND CORRESPONDENCE TO:
KING & SPALDING L.L.P.
CUSTOMER ACCOUNT NO. **86528**
512-457-2030
512-457-2100 (fax)

6234517